

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WILLY RENGIFO,

Plaintiff,

-against-

EREVOS ENTERPRISES, INC., URANOS
CONSTRUCTION CORP., MIHAIL
VASTARDIS & TOMMY VASTARDIS,

Defendants.
-----X

06 CV 4266 (SHS) (RLE)

STIPULATION AND [PROPOSED]
ORDER DISMISSING ACTION
WITH PREJUDICE

ECF Case

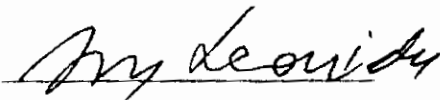
IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, WILLY RENGIFO, ("Plaintiff"), through his attorneys, Michael Faillace & Assoc., P.C. and EREVOS ENTERPRISES, INC., URANOS CONSTRUCTION CORP., MIHAIL VASTARDIS & TOMMY VASTARDIS, ("Defendants"), through their attorneys, Peckar & Abramson, P.C., that the action and all claims presented therein, including counterclaims, shall be and are hereby **DISMISSED WITH PREJUDICE**, and that each party shall bear its own costs and attorneys' fees, except that in the event of breach of the parties' settlement agreement, or non-payment under the parties' settlement agreement, the parties may reopen the action by application to Honorable Ronald L. Ellis of this Court, or in the event of his unavailability any other judge of this Court, to seek relief under the agreement.

Dated: New York, New York
March 20, 2009

MICHAEL FAILLACE & ASSOCIATES, P.C.

PECKAR & ABRAMSON, P.C.

By: 



Michael Faillace, Esq. [MF-8436]

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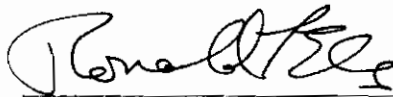
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Telephone: (212) 382-0909
Fax: (212) 382-3456
Attorneys for Defendants

~~PROPOSED~~ ORDER

ORDER: It having been reported to this Court that the above entitled action has been settled, **IT IS ORDERED** that the action be, and the same hereby is, **DISCONTINUED WITH PREJUDICE** but without costs, and that each party shall bear its own costs and attorneys' fees, except that in the event of breach of the parties' settlement agreement, or non-payment or default under the parties' settlement agreement, the parties may reopen the action by letter to the Court to seek relief under the agreement.

Dated: _____

April 6, 2009



U.S.M.J.